	ICT OF TEXAS P.O.Box vision)	PROOF OF CLAIM
Name of Debtors	Case Number	
_X_Stage Stores, Inc., a Delaware corporation Specialty Retailers, Inc., a Texas corporation Specialty Retailers, Inc. (NV), a Nevada corporation	00-35078-H2-11 00-35079-H2-11 00-35080-H2-11	788-13858 Creditor ID#:
*place an "x" beside the name of the Debtor you are filing a claim against		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Control Fire Systems Co	Check box if you are aware that anyone else a filed a proof of claim relating to your claim. Attach copy of statement	Solito de Solito
Name and address where notices should be sent: ***********************************	Check box if you have never received any notices from the	Michael 3 2 Colly
Control Fire Systems Co PO Box 95034 Oklahoma City OK 73143-5034	bankruptcy court in this case Check box if the address differs from the address on the	N. Milby. Co.
	envelope sent to you by the court.	~~
Account or other number by which creditor identifies debtor:	Check here replaces if this claim amends a prev	iously filed claim, dated:
1. Basis for Claim Goods sold Services performed Money loaned Personal injury/wrongful death Taxes	Retiree benefits as defined in 11-to Wages, salaries, and compensation Your SS#:	performed
Other	3. If court judgment, date of	
4. Total Amount of Claim at Time Case Filed: \$_7\(\int_{\int}\)\(\		Attach itemized statement of all interest or
5. Secured Claim.	6. Unsecured Priority Claim	
Check this box if your claim is secured by collateral (including a right of setoff).	X Check this box if you have an a Amount entitled to priority \$	
· · · · · · · · · · · · · · · · · · ·	Amount entitled to priority \$ Specify the priority of the claim — Wages, salaries, or commissions (up to the bankruptcy petition or cessation of to U.S.C. § 507(a)(3)	1: \$4,300),* earned within 90 days before filing of the debtor's business, whichever is earlier - 11
right of setoff). Brief Description of Collateral: Real Estate Motor Vehicle Other All personal and intangible property of Debtor's Estate Value of Collateral: \$ Amount of arrearage and other charges at time case filed included in	Amount entitled to priority \$ Specify the priority of the claim Wages, salaries, or commissions (up to the bankruptcy petition or cessation of to U.S.C. § 507(a)(3) Contributions to an employee benefit pl Up to \$1,950* of deposits toward purch personal, family, or household use - 11 Alimony, maintenance, or support owed 507(a)(7). Taxes or penalties owed to government	1: 5 \$4,300),* earned within 90 days before filing of the debtor's business, whichever is earlier - 11 an - 11 U.S.C. § 507(a)(4). ase, lease, or rental of property or services for U.S.C. § 507(a)(6). to a spouse, former spouse, or child - 11 U.S.C. § to a spouse, former spouse, or child - 11 U.S.C. §
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STAGE STORES INC.

Mel Ward Senior Vice President Real Estate

August 27, 1999

Shane Martin, Inspection and Service Control Fire Systems Co. P.O. Box 95034 Oklahoma City, OK 73143

Re: Inspection of Specialty Retailers, Inc. store locations in Oklahoma operating under the trade name "Stage"

Dear Mr. Martin:

ClibPDF - www.fastio.com

Specialty Retailers, Inc. ("SRI") is willing to engage Control Fire Systems, Co. ("CFS") to inspect and test the water based fire protection systems at the following locations under the terms and conditions set forth herein. Accordingly, for Six Thousand Two Hundred and No/100 Dollars (\$6,200.00), CFS shall inspect and test the sixty-seven (67) Stage stores located throughout the State of Oklahoma. The following prices reflect the four non-sprinklered stores from the list previously provided to you.

Scope of Work

Annual inspection and testing of the water based fire suppression systems in the following groups and properties at the rates set forth below:

1.)	Anadarko Chickasha Chickasha	#852 #85 #728	\$400	4.)	Cushing Guthrie Perry Stillwater	#686 #682 #685 #683	\$300
2.)	Altus	#109					·
•	Altus	#846		5.)	Edmond	#86	
	Duncan	#720		·	Edmond	#673	
	Lawton	#99			Edmond	#850	
	Lawton	#707	\$400		El Reno	#670	
					Midwest City	#716	
3.)	Alva	#681			Moore	#708	
	Blackwell	#684			Norman	#709	
	-Enid	#148			OKC	#671	
	✓ Enid	#680			OKC	#674	
	✓ Guymon	#652			OKC	#676	
	✓ Ponca City	#105			OKC	#679	
	-Woodward	#654			Shawnee	#698	
	Fairview	#678	\$1,000		Yukon	#72	
					Yukon	#853	

Shane Martin August 24, 1999 Page 2

1 agu	_						
	Purcell	#703	\$850		Sand Springs		
					Sand Springs	#727	
6.)	Ada	#152			Sapulpa	#688	
	Ada	#847			Vinita	#692	\$1,050
	Ardmore	#52					
	Ardmore	#856		9.)	Henryetta	#714	
	Durant	#718			Holdenville	#719	
	Pauls Valley	#717	\$400		McAlester	#114	
	•				McAlester	#699	
7.)	Clinton	#712			Muskogee	#82	
	Elk City	#711			Okmulgee	#700	
	Weatherford	#710	\$350		Sallisaw	#723	
					Seminole	#701	
8.)	Barlesville	#693			Tahlequah	#675	
,	Broken Arrov	w #141			Muskogee	#691	\$1,000
	Broken Arrov	w #848					
	Claremore	#694		10.)	Hugo	#696	
	Miami	#690			Idabel	#721	
	Owasso	#689			Poteau	#722	\$450
	Pryor	#288					

CFS shall provide, at its cost and expense, labor and equipment for the annual inspection and testing of the water based fire protection systems. The inspection and testing will be in accordance with the procedures of NFPA 25 for the specified interval. The system will be inspected and tagged in compliance with the requirements and procedures of the State and local Fire Marshal's Office.

CFS shall provide sample copies of inspection, testing, and discrepancy reports to SRI prior to commencing work under the Agreement. With each inspection, SRI will receive a complete system inventory, with all the questions relating to each piece of equipment per NFPA 25. The discrepancy report will list any deficiencies at each property and the NFPA code pertaining to it. CFS will schedule inspections, produce reports and track this procedure, providing updates monthly and upon request.

Maintenance or service work for repairs noted during inspections will be performed at a rate of Forty Three and No/100 Dollars (\$43.00) per hour plus materials (total not to exceed \$500.00 for any single location) and will exclude drive time or miscellaneous charges. Any repairs that exceeds \$500.00 for any single location must be approved in writing by the Stage Maintenance Department who may be reached at (713) 218-4470. Inspections and repairs will be performed separately on different work orders.

Exclusions from Maintenance:

- 1. Repair of electrical wiring faults.
- 2. Inspection or testing of fire alarm systems, Fire Extinguishers, Hose Stations, Emergency Exit Signs, Emergency Lighting or other types of fire protection systems.

General Conditions:

The inspection and testing procedures used are to be equipment specific as defined by the standards of NFPA 25 for the 'Inspection, Testing and Maintenance of Water Based Fire Protection Systems." The NFPA 25 standard applies to fire protection systems that have been properly installed and accepted by the authority having jurisdiction.

CFS shall include comments relating to the spacing of sprinklers where deficiencies are found. The areas of protection and sprinkler head spacing are not, however, directly referenced by the NFPA 25 standard. Sprinkler spacing items, if noted, are for SRI's information, or are required by the authority having jurisdiction.

CFS shall procure and maintain a policy or policies of comprehensive general liability insurance, at its sole cost and expense, insuring both SRI and CFS against all claims, demands or actions arising out of or in connection with the work performed under this agreement, the limits of such policy or policies to be in an amount not less than \$1,000,000.00 combined single limit and shall be written by insurance companies reasonably satisfactory to SRI. The policies shall require thirty (30) days prior written notice to SRI of any modification, cancellation or renewal. CFS shall provide a certificate of insurance to SRI, upon request, evidencing such insurance policy or policies.

CFS agrees to indemnify, defend and hold SRI and its parent, subsidiary and affiliate companies, agents, employee's etc. harmless of and from any and all claims and causes of action for breach of contract or sounding in tort, or any other claims (whether in contract or tort) arising under any federal, state, municipal or other governmental laws, rules or regulations, or from common law and liability of every kind, including all court costs and attorneys' fees, and any other loss or claim of whatever kind or character arising out of the services CFS has agreed to perform for SRI or the performance thereof. The foregoing indemnity is an express condition of this agreement and upon which SRI will rely in allowing CFS to perform work in its stores.

The services provided hereunder are not an evaluation of the fire protection design and performance criteria. If desired, CFS will perform a system evaluation for a fee, upon the written request of SRI Maintenance Department.

It is the responsibility of SRI to upgrade or modify the fire protection system when the building occupancy, design, storage type or configuration are changed or expanded.

Assistance from the SRI's staff will be provided to access all areas of its stores in order to locate devices and to facilitate operation of alarm transmitting equipment.

Payment will be due thirty (30) days from receipt of invoice, for the value of services rendered.

Shane Martin
August 24, 1999
Page 4

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The term of this agreement is to begin upon acceptance of this agreement, continue for a period of one year, and will continue from year to year until terminated. Either party may terminate this agreement at any time by giving written notice thirty (30) days prior to the desired termination date.

If you are in agreement with the foregoing terms and conditions of this agreement, please sign in the space provided below.

Very truly yours,

Mel Ward

Senior Vice President – Real Estate

AGREED:

Control Fire Systems Company

By:

Name: RICHARD

ARD J. YOUNG

Title:

PREJIDENT

Date: SEPT Z, 1999

PAGE: 1

CONTROL FIRE SYSTEMS P.O. BOX 95034

OKLAHOMA CITY, OK 73143

INVOICE NUMBER: 0007787-IN

(405) 670-6717

INVOICE DATE: 03/31/00

SALESPERSON:

STAGE STORES INC.

726 MEYERLAND PLAZA, STE 203

Houston TX 77096

CUSTOMER NO: STAGEST

JOB NUMBER: 99IN062

TERMS: Per contract terms

P.J.

JOB DESC: STAGE STORES INSPECTIONS

COMMENT: PARTIAL BILLING

BILL METHOD: FIXED CONTRACT

ORIGINAL CONTRACT AMOUNT:

6,200.00

PERCENTAGE COMPLETED TO DATE:

BILLABLE CONTRACT AMOUNT:

700.00

11.29%

LESS PREVIOUSLY INVOICED:

.00

AMOUNT BILLABLE THIS INVOICE:

700.00

INVOICE TOTAL:

700.00

The following Stores have been inspected:

Acamore, OK

Ardmore, OK #56

PONCA City, DK #105

Woodward, OK #654

ENIO. DK # 148

652 Guymon, OK

ENID, OK # 680

P.O. Box 95034 OKLAHOMA CITY, OK 73143 (405) 670-6717 LIC. # 0008

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P.O. Box 95034 OKLAHOMA CITY, OK 73143 (405) 670-6717 LIC. # 0008

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P.O. Box 95034 OKLAHOMA CITY, OK 73143 (405) 670-6717 LIC. # 0008

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To Reorder Call Toll Free 1-800-525-1272